2015

Montgomery Motor Speedway Driver Information Sheet

This form must be completed in full before your first race at Montgomery Motor Speedway in the 2015 racing season. No payment can be made without this form and the W-9 (Request for Taxpayer Identification Number and Certification) Completed in full.

| Driver Name: | | Car #: | |
|---|----------------------|---------|--|
| Nickname | | | |
| lickname (a separate form must be completed for each division you intend to compete in. | | | |
| Driver Address: | ver Address:DOB:// | | |
| City: | State: | Zip: | |
| City: Home Phone: () | Cell: (| | |
| Email Address: | | | |
| Twitter | Web Site | | |
| Facebook page | | | |
| Sponsors: | | | |
| Career History/Accomplishm Car Info: (Make, Model, Year Car Owner: | r, etc.) | ne: () | |
| Crew Chief: | Pho | one: () | |
| PAYMENT INFORMATION: Payment Made Out to: Address: | This section MUST be | • | |
| City: | State: | Zip: | |
| SSN/TIN: | | | |
| Phone Number: () | - | | |

Please read and sign Release and Waiver on back of form

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT 2015

MONTGOMERY MOTOR SPEEDWAY 2015 RACING SEASON DATE RELEASE SIGNED

IN CONSIDERATION of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as including but not limited to racing surface, pit area, infield, pit lane and all walkways, concessions and other areas appurtenant to any area where any activities related to the events shall take place), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the events at Montgomery Motor Speedway. The undersigned for himself, his personal representatives, heirs and next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any of such restricted areas, and will continue thereafter, inspect such restricted areas and all portions thereof which he enters and with which he comes in contact, and does further warrant that his entry upon such restricted area or areas and his participation, if any, in the event constitutes an acknowledgement that he has inspected such restricted area and that he finds and accepts the same as being safe and reasonably suited for the purpose of his use, and he further agrees and warrants that if, at any time, he is in or about any restricted areas and he feels anything be unsafe, he will immediately advise the officials of such and leave the restricted areas.

- 1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoter, participants, racing association, sanctioning organization or any subdivision thereof, track operator, track owner, officials, car owners, drivers, pit crews, any person in restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, all for the purposes herein referred to as "releases", from all liability to the undersigned, his personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claims or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is in or upon the restricted area, and/or competing, officiating in, observing, working for, or for any purpose participating in the event;
- 2. HERBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working or, or for any purpose participating in the event and whether caused by negligence of the releases or otherwise.
- 3. HEREBY ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases or otherwise in or upon the restricted area and/or while competing, officiating, observing, or working for or for any purpose participating in the event.

THE UNDERSIGNED expressly acknowledges and agrees that the activities of the event are very dangerous and involve the risk of serious injury and/or death and/or property damage. THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the province or state in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILTY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statement or inducements apart from the foregoing written agreement have been made.

| PRINT NAME | SIGN NAME |
|------------|-----------|
| | |

Visual/Audio Image Release Form

I grant permission to Montgomery Motor Speedway, its employees and agents, to take and use visual/audio images of me. Visual/audio images are any type of recording, including but not limited to photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompanying written descriptions. MMS will not materially alter the original images. I agree that MMS owns the images and all rights related to them. The images may be used in any manner or media

without notifying me, such as Montgomery Motor Speedway-sponsored web sites, publications, promotions, broadcasts, advertisements and posters, as well as for other uses. I waive any right to inspect or approve the finished images or any printed or electronic matter that may be used with them, or to be compensated for them.

I release Montgomery Motor Speedway and its employees and agents, including any firm authorized to publish and/or distribute a finished product containing the images, from any claims, damages or liability which I may ever have in connection with the taking of use of the images or printed material used with the images.

I am competent to sign this release. I have read this release before signing, I understand its contents, meaning and impact, and I freely accept the terms.

| Name (please print) | Date |
|---------------------|------|
| | |
| | |
| Signature | Date |